

## **TERMS AND CONDITIONS**

### **#ExabytesWeCare CSR PROGRAM**

These Terms and Conditions (“**Terms**”) govern participation in the #ExabytesWeCare CSR Program (“**Program**”) organised by Exabytes. By applying for or participating in the Program, each applicant (“**Participant**”) agrees to be bound by these Terms.

#### **1. Eligibility**

- 1.1 The Program is open exclusively to bona fide non-governmental organisations (NGOs) and not-for-profit organisations legally established in Malaysia and registered with the Registrar of Societies Malaysia (“ROS”). For the avoidance of doubt, companies or commercial entities registered under the Companies Commission of Malaysia (“SSM”) are not eligible to participate. The Program is intended to support underprivileged and not-for-profit organisations, and eligibility shall be determined by Exabytes at its sole and absolute discretion.
- 1.2 Exabytes reserves the right to request documentary proof of an applicant’s status as an NGO or not-for-profit organisation, including, without limitation, certification or registration issued by ROS or any other governmental, regulatory, or statutory authority in Malaysia.

#### **2. Application and Selection**

- 2.1 Applications shall be submitted in the manner prescribed by Exabytes, together with details of the applicant’s vision and intended use of the Program benefits.
- 2.2 All applications shall be reviewed at Exabytes’ sole discretion. Acceptance into the Program is not guaranteed and shall be determined solely by Exabytes.
- 2.3 Exabytes may, in its discretion, limit the number of participants in the Program or impose additional eligibility criteria from time to time.

#### **3. Program Benefits**

- 3.1 Successful Participants may receive sponsorship in the form of digital tools, services, and/or resources to support the development of their online presence (e.g., business email accounts, official websites, or other related resources offered by Exabytes). The sponsorship shall not include any monetary form or cash benefits.
- 3.2 The specific nature, scope, and duration of the sponsorship shall be determined by Exabytes at its discretion and may be varied, suspended, or withdrawn at any time without liability.
- 3.3 All Program benefits are provided exclusively for the Participant’s registered society purposes and may not be resold, transferred, or otherwise exploited for commercial gain.

#### **4. Participant Obligations**

- 4.1 Participants shall use the Program benefits responsibly, including in support of their organisational activities or business operations, provided that such use is consistent with the objectives of the Program.
- 4.2 Participants shall not:
  - (a) misuse the Program in a manner that is inconsistent with its intended purpose of supporting underprivileged or not-for-profit initiatives;
  - (b) make any representation, whether expressly or by implication, that the Program, or their participation in it, constitutes an endorsement, partnership, sponsorship, or certification by Exabytes, the ROS, the SSM, or any other authority;

(c) misuse or infringe upon Exabytes' name, trademarks, goodwill, or reputation.

4.3 Participants are solely responsible for ensuring compliance with all applicable laws and regulations, including but not limited to registration, licensing, or approval requirements imposed by the ROS, the SSM, or any other competent authority.

## **5. Termination and Withdrawal**

5.1 Exabytes reserves the right to suspend or terminate a Participant's involvement in the Program at any time, with or without cause, by written notice.

5.2 Without limiting the foregoing, Exabytes may immediately suspend or terminate participation where a Participant:

- (a) is found to be ineligible under Clause 1;
- (b) misrepresents its status, activities, or eligibility for the Program;
- (c) engages in any conduct or activity that, in the opinion of Exabytes, undermines the objectives of the Program or brings Exabytes, the Program, or the wider community into disrepute; or
- (d) fails to actively use, implement, or maintain the sponsored solution provided under the Program, as reasonably determined by Exabytes;
- (e) fails to comply with any applicable laws, regulations, or Program policies;
- (f) infringes or violates any intellectual property, confidentiality, or proprietary rights associated with Exabytes or the Program; or
- (g) otherwise acts in a manner that, in the sole discretion of Exabytes, materially affects the integrity, reputation, or proper functioning of the Program.

5.3 Where a Participant, though otherwise eligible, is determined by Exabytes to have become profit-making or money-generating in nature, Exabytes reserves the right, at its sole discretion, to reject any further application or renewal by such Participant.

## **6. Limitation of Liability**

6.1 The Program is provided "as is" and without any warranties, whether express or implied.

6.2 To the maximum extent permitted by law, Exabytes shall not be liable to any Participant or third party for any indirect, consequential, or incidental loss or damage arising out of or in connection with the Program.

## **7. General**

7.1 Participation in the Program does not establish any partnership, joint venture, employment, or agency relationship between Exabytes and any Participant.

7.2 Exabytes reserves the right to amend these Terms at any time by publishing an updated version on its official website.

7.3 These Terms shall be governed by and construed in accordance with the laws of Malaysia, and the courts of Malaysia shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Program.